

**Solicitation Number: (05-0007-01)**

**"Office of Naval Research Corporate Programs Division Support Services for the Science and Engineering Apprentice Program (SEAP) and the Naval Research Enterprise Intern Program (NREIP)"**

The statement of work, order information, proposal submission requirements, and evaluation information are set forth below. Proposals from holders of ONR Multiple Award Contracts (MATOC) for support services under CLIN 0007: Navy/DoD Education Programs and Initiatives Support, are due by 2:00 PM Eastern Daylight Time (EDT) on Thursday, 18 August 2005.

**1.0 Background**

The Corporate Programs Division of the Office of Naval Research (ONR) is responsible for cross-disciplinary research programs and for education and career development programs that increase the supply and capabilities of scientists and engineers engaged in activities that improve Navy and Marine Corps capabilities. Two of these programs, the Naval Research Enterprise Intern Program (NREIP) and the Science and Engineering Apprentice Program (SEAP), provide an opportunity for students to participate in research at a Department of Navy (DoN) laboratory during the summer. Details of these current programs can be found on the ONR website at [http://www.onr.navy.mil/sci\\_tech/industrial/363/](http://www.onr.navy.mil/sci_tech/industrial/363/).

The goals of NREIP and SEAP are to encourage participating students to pursue science and engineering careers, to further their education via mentoring by laboratory personnel and their participation in research, and to make them aware of DoN research and technology efforts, which can lead to employment within the DoN.

**2.0 Statement of Work**

**2.1 Objective**

This solicitation seeks proposals to provide support services to assist in implementing the NREIP and SEAP programs. The contractor shall solicit applications from students, distribute applications to the appropriate DoN laboratory for evaluation, invite students selected by the labs to participate, collect responses from selected students, and appoint and distribute stipends to participating students.

**2.2 Scope**

NREIP provides competitive research internships to approximately 230 college students (e.g. 175 undergraduates and 55 graduate students) each year. Participating students typically spend ten weeks during the summer doing research at approximately 12 DoN laboratories. To participate, a student must be enrolled at an eligible college/university (comprising approximately 160 institutions; eligibility is determined by ONR) and have completed at least their sophomore year before beginning the internship. About 1,800 applications are anticipated for NREIP. NREIP interns are selected by participating DoN laboratories and it is anticipated that approximately 400 applicants will be offered an appointment to yield approximately 230 participants. NREIP participants receive a stipend

SEAP provides competitive research internships to approximately 250 high school students each year. Participating students spend eight weeks during the summer doing research at approximately 19 Department of Navy (DoN) laboratories. About 850 applications are anticipated for SEAP. SEAP interns are selected by the participating DoN laboratories. It is anticipated that approximately 240 applicants will be offered an appointment to yield approximately 240 participants. SEAP participants receive a stipend distributed by the Contractor. The stipend is a monthly allowance paid to interns for their participation in the research efforts.

To participate in either the NREIP Program or the SEAP Program, a student must be a U.S. Citizen or Permanent Resident Alien. Participation by Permanent Resident Aliens may be limited by security considerations.

### **3.0 Technical Tasks/Requirements**

The Contractor shall provide the following technical support services:

#### **3.1 Naval Research Enterprise Intern Program (NREIP) and Science and Engineering Apprentice Program (SEAP)**

##### **3.1.1 Web Site Development**

**3.1.1.1** The Contractor shall work with the Office of Naval Research (ONR) Corporate Internet Central, Code 06, to create, develop, implement and update an effective NREIP and SEAP website format that will describe the NREIP and SEAP programs and provide information about the technical areas of interest of participating DoN laboratories. The Contractor shall also develop an application form suitable for posting on ONR's NREIP and SEAP websites. Both websites shall also provide a toll free telephone number and an email address for questions to be answered by the Contractor.

**3.1.1.2** ONR's NREIP and SEAP websites shall be accessible by potential applicants by 15 October of each contract year. The NREIP and SEAP websites shall require applicants to electronically submit their completed application to the website on or about 15 January of each contract year. Applicants are to identify one or two of the participating labs as their requested location (or may indicate a willingness to work at "any" listed DoN laboratory); the Contractor shall screen applications for eligibility and electronically forward eligible applications by about 01 February to the selected labs (to laboratory coordinators provided by the ONR Program Manager) indicated therein. The Contractor shall then provide a summary of NREIP and SEAP applications submitted to each lab to the ONR Program Manager.

**3.1.1.3** The Contractor shall submit all website content to the ONR Program Manager for approval prior to release.

**Note:** Though many DoN laboratories participate in both NREIP and SEAP, the list of participating laboratories for the two programs is not identical.

##### **3.1.2 Program Awareness**

The Contractor shall publicize the NREIP and SEAP programs to make potential applicants aware of these programs.

The contractor shall electronically distribute NREIP program information to pertinent offices and faculty at the eligible institutions and to other appropriate websites and distribution lists.

The contractor shall electronically, or by paper copy, distribute SEAP Program information to high schools, located near the participating labs, and to other appropriate websites and distribution lists. The program coordinator at each participating lab will provide a list of high schools that should receive SEAP information. The total number of high schools to get such information will not exceed 250.

### **3.1.3 Customer Service**

The Contractor shall establish a working relationship with ONR designated DoN laboratory coordinators to ensure an efficient and collaborative system of information exchange and financial accounting. The Contractor shall answer questions from potential applicants and DoN laboratory personnel participating in NREIP in a timely manner. Customer service is of the utmost importance for the NREI program. Laboratories participating in both NREIP and SEAP programs will have one coordinator responsible for interacting with the Contractor for both the NREIP and SEAP programs. Customers are defined as applicants, interns, laboratory coordinators, and laboratory mentors.

### **3.1.4 Notification**

For the NREIP Program, the Contractor shall: (1) notify the selected applicants from the NREIP Program of the offer of appointment by email, with an attached response form that can be downloaded, signed and returned to the Contractor by the student; (2) collect responses from selected applicants; (3) determine program start dates via consultations with laboratory coordinators and interns who submit acceptance forms; (4) notify the coordinator at the host laboratory of acceptances and declinations; (5) send email to applicant formally appointing her/him as an intern and detailing terms of appointment; and (6) notify all non-selected applicants by email of their status.

For the SEAP Program, the contractor shall: (1) notify the selected applicants from the SEAP Program of the offer of appointment by email, with an attached response form that can be downloaded, signed and returned to the Contractor by the student; (2) collect responses from selected applicants; (3) notify the lab coordinator at the host laboratory of acceptances and declinations; (4) send email to applicant formally appointing her/him as an intern and detailing terms of appointment (all SEAP students shall be at the lab during the same eight week period, to be determined by ONR); and (5) notify all non-selected applicants by email of their status.

### **3.1.5 Accident Insurance**

The Contractor shall provide NREIP and SEAP participants with accident insurance. The cost of the accident insurance shall be included in the budget for an associated grant to the Contractor, which will also provide funding for stipends, to be issued after award of the contract.

### **3.1.6 Stipends**

For the NREIP Program, the Contractor shall determine annually, through consultation with ONR and an analysis of similar Federal programs, the NREIP stipend paid to undergraduate interns and to graduate student interns. NREIP stipends for ten (10) weeks will be

approximately \$5,500 for undergraduates and \$6,500 for graduate students. The appointment of some NREIP interns may be extended to up to 14 weeks, with a proportional increase in stipend. Interns are responsible for travel costs to and from the lab and for their housing costs during the internship.

For the SEAP Program, the Contractor shall determine annually, through consultation with ONR and an analysis of similar Federal programs, the SEAP stipend paid to interns. SEAP stipends will be about \$1,500. Interns are responsible for travel costs to and from the lab and for their housing costs during the internship.

The Contractor shall prepare checks or electronic payments and relevant documents to distribute applicable NREIP and SEAP stipends to interns. NREIP stipends shall be made biweekly. SEAP stipend payments shall be made in two equal amounts during the student's eight week appointment. If paid by check, the intern will receive her/his stipend payments via the lab coordinator or her/his designee at the host laboratory. The contractor shall use procedures that provide secure and effective management of financial resources.

The contractor will be issued funds for both the NREIP and SEAP stipends and accident insurance under a separate grant to be issued to the contractor by ONR. This grant will provide for reimbursement only of the NREIP and SEAP stipends and insurance costs; no indirect expenses or fee will be included. After issuance of an award resulting from this solicitation, the contractor shall submit a proposal to ONR requesting a grant to cover both the NREIP and SEAP stipends and insurance costs. The Contractor shall maintain financial records, and prepare financial reports requested by ONR, that detail disposition of NREIP and SEAP funds provided via the grant.

### **3.1.7 Planning Meeting**

The contractor shall participate in an annual one-day NREIP and SEAP planning meeting that may be held at ONR headquarters with the Program Manager.

## **4.0 Personnel Requirements**

### **4.1 Personnel Qualifications**

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and PowerPoint.

## **5.0 Level of Effort**

**5.1** The level of effort has been estimated for the proposed contract. Both a one year base period and four twelve month option periods have been defined.

**5.2** Base Period. The base period of performance will be from the date of the order through twelve (12) months thereafter. The level of effort anticipated for this period is approximately 1.6 man-years at an average rate of approximately 266 hours per month.

A summary of the total anticipated annual hours for the Base period is provided below.

	Hours Per Year
Total Hours	3,200

NOTE: 2,000 hours is equivalent to one (1) man-year.

**5.3** Option Years I through IV. The period of performance for each option period will be from the effective date of option exercise through twelve (12) months thereafter. The level of effort anticipated for each period is approximately 1.6 man-years at an average rate of approximately 266 hours per month. A summary of the total anticipated annual hours for each option period is provided below.

	Hours Per Year
Total Hours	3,200

NOTE: 2,000 hours is equivalent to one (1) man-year.

3,200 man hours is the Government's best estimate of the work to be performed. The offeror may propose the same level of effort or a different level of effort based on its own labor classification system and unique approach to satisfy the Government's requirement. While the Government will consider an alternate level of effort, it is the Government's preference to maximize the estimated labor hours devoted to the direct performance of the technical tasks. To the extent that the level of effort proposed is different than the Government's estimate, the offeror's technical proposal should clearly specify the hours and labor categories proposed for each task in the statement of work.

## **6.0 Reports, Data and Other Deliverables**

<b>REPORT/DELIVERABLE</b>	<b>DUE DATE</b>
An NREIP website format that will describe the NREIP program and provide information about the technical areas of interest of participating DoN laboratories. The website format shall also include an application form suitable for posting on ONR's NREIP website, a toll free telephone number and an email address for questions to be answered by the Contractor.	As required by Program Officer but prior to release on ONR's website on 15 October of each contract year
An SEAP website format that will describe the SEAP program and provide information about the technical areas of interest of participating DoN laboratories. The website format shall also include an application form suitable for posting on ONR's SEAP website, a toll free telephone number and an email address for questions to be answered by the Contractor.	As required by Program Officer but prior to release on ONR's website on 15 October of each contract year
Summary Report of NREIP applications submitted to each lab to the ONR Program Manager.	01 February of each contract year
Summary Report of SEAP applications submitted to each lab to the ONR Program Manager.	01 February of each contract year

The Contractor shall provide a final report at the completion of each program year. The report shall include demographic information on applicants and participants, including, but not limited to, a summary of how an applicant heard about the program, a summary of gender and ethnicity of applicants and of participants, and a summary of applications and participants by laboratory. The final report shall also explain the disposition of funds provided under the associated grant. Contractor format is acceptable.	Completion of each program year
The Contractor is required to provide other reports and documentation (i.e. agendas, minutes, and presentations from meetings) as agreed to by the government and the contractor. The format for these items should be discussed and coordinated with the Contracting Officer's Representative (COR) prior to submission.	As required by the Program Officer

## **7.0 Order Details**

**7.1 Contract Type:** The Navy anticipates awarding a cost plus fixed fee level of effort task order.

**7.2 Period of Performance:** The period of performance for the base period shall be from the date of Order through twelve (12) months thereafter. The period of performance for Option I shall be from the date of option exercise through twelve (12) months thereafter. The period of performance for Option II shall be from the date of option exercise through twelve (12) months thereafter. The period of performance for Option III shall be from the date of option exercise through twelve (12) months thereafter. The period of performance for Option IV shall be from the date of option exercise through twelve (12) months thereafter.

**7.3 Other Direct Costs (ODCs)** ODCs (including travel, supplies, etc.) will be reimbursed at cost including G&A but excluding profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$2,500 and all travel must be approved in advance by the Contracting Officer's Representative (COR). The total government estimate for Travel and ODCs is an amount not to exceed (NTE) \$5,000 per year including G&A, excluding profit or fee.

**7.3.1 Travel and Per Diem** - Travel will be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel, including per diem, shall not exceed the applicable rates found in the Federal Travel Regulation (FTR) and/or the Joint Travel Regulations (JTR). Travel arrangements within the Contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor. The government estimate for travel and per diem is \$4,000 per year including G&A, excluding profit or fee.

**7.3.2 Other Direct Costs (Other than Travel and Per Diem)** - ODCs other than travel and per diem may be required to fully support this task requirement. At this time, specific items cannot be identified. The Contractor should propose and estimate the cost of all ODCs required to accomplish the required tasks. Proposals should delineate the nature, purpose, and cost of any such ODCs required by contractor, however, the ODC and Travel cost total cannot exceed the NTE amount stated in Section 7.3. The Government

estimate for other direct costs (other than travel and per diem) is \$1,000 per year, including G&A.

**7.4 Place of Performance:** Work will normally be performed off-site at the Contractor's facilities.

**7.5 Government Furnished Resources (GFR):** The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the statement of work should be identified and requested through the designated Contracting Officer's Representative (COR).

**7.6 Facilities, Supplies and Services:** The facilities required to perform the tasks outlined in the Statement of Work will be at the Contractor's place of business.

**7.7 Information:** All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The COR and the ONR program manager will be the points of contact for identification of any required information to be supplied by the Government.

**7.8 Documentation:** All existing documentation relevant to this task's accomplishment will be made available to the Contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

**7.9 Equipment:** With exception to the basic facility items noted in subsection 7.6, and in accordance with the general guidance in FAR Part 45.102, contractors are required to furnish all property necessary to perform on government contracts or orders. PCs should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR.

Contractors may be required to obtain one or more Navy Marine Corps Intranet (NMCI) seats to perform the Task Order statement of work. ONR currently plans to formally transition to NMCI on or about 1 OCT 2005. During the performance of the Order, if either party (Government or Contractor) identifies a requirement for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the scope, structure or dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmci-eds.com/index.asp>.

**7.10 Subcontracts/Consultants:** Contractor may request or propose, on a case-by-case basis, subcontract/consultant support for specific technical tasks.

**7.11 Security Requirements:** No classified information or requirements are anticipated during the performance of this order.

**7.12 Privacy Act:** All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.

**7.13 Nondisclosure Agreement:** Each employee of the successful offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this order. The supervisor/manager of the proposed personnel will also be required to sign the

NDA on behalf of the contractor. Attachment A to this solicitation is the NDA that shall be used at the commencement of this order.

## **8.0 Proposal Requirements**

**8.1 Proposal Format:** The Offeror's proposal must be divided into two sections: (1) Technical Proposal, and (2) Cost Proposal. Information for the technical portion shall be a separate and segregable document from the cost proposal. No cost information should be included in the technical section. The length of the technical proposal shall not exceed ten (10) pages, exclusive of resumes. There are no page limits on the number of resumes or the pages of the cost proposal. The proposal should be written and organized to be compatible with the Statement of Work, company's organization and accounting structure, and proposed cost.

(a) Technical Proposal: The technical proposal should include the following: the Offeror's understanding of and approach to the requirement, resumes of proposed personnel, and the amount of proposed hours for personnel. The Offeror should describe specifically how the work activities required to complete the tasks in the statement of work will be done. The Offeror should explain how technical objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the ONR program manager and coordinators at participating laboratories; how a surge capacity will be maintained to meet seasonal and unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled.

The Offeror should include information relative to previous efforts for the same or similar services provided in the past to include contract numbers and government points of contact where applicable.

The Offeror should explain what corporate facilities are available and would be used in support of the work, including computer resources and publication/media materials and equipment where appropriate. The proposal should acknowledge that the Contractor will provide the appropriate IT/telecommunications equipment for the proposed personnel for this task order.

(b) Cost Proposal: The Offeror should submit a cost proposal that itemizes the following proposed costs (as applicable): direct labor (including each labor category with associated proposed hours and hourly rate), fringe benefits, labor overhead, consultants, subcontracts, subcontractor/consultant handling charges, G&A, cost of money, fixed fee and any other relevant cost categories. The Offeror should also include the estimated Travel and ODC amounts set forth in the "Other Direct Costs" section of the solicitation as part of its proposed costs.

If available and applicable, the Contractor should also provide its Defense Contract Audit Agency (DCAA) point of contact, including the Branch Office name, auditor name, phone number and e-mail address.

**8.2 Other Required Documents:** Offerors should be aware that, upon receiving an award, the following additional documentation will be required:

**8.2.1 Non-Disclosure Agreement.** Each employee of the successful Offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this



Order. The supervisor/manager of the proposed personnel will also be required to sign the NDA on behalf of the Contractor. Attachment A is the NDA that shall be used at the commencement of this order.

**8.3 Proposal Submission:** The due date for receipt of proposals for this solicitation is no later than 2:00 PM Eastern Daylight Time (EDT) on Thursday, 18 August 2005. All forms of proposal submission must include a signed cover sheet. Proposals can be:

(a) Uploaded electronically via the "Upload Proposals" hyperlink, which is under the hyperlink for this solicitation on ONR's MATOC website (Note: this site restricts the formats of uploaded documents to those in MS Word, MS Excel, or pdf), or

(b) Sent by regular mail (express mail acceptable) or hand delivered. **NO EMAIL OR FAX PROPOSALS WILL BE ACCEPTED.** The original and **three copies** must arrive by the above deadline at the following address:

Office of Naval Research  
875 North Randolph Street Suite 1425  
ONR 0251/ Lynn Christian  
Arlington, VA 22203-1995

Ref: 05-0007-01

**Note:** Suite 1425 is the general suite number that must be used for all mail delivered to The Office of Naval Research (ONR) through the United States Postal Service (USPS). For express delivery services (except for USPS Express and Priority) use Suite 1273 instead of Suite 1425. Note that USPS Express and Priority Services take at least a day longer than advertised since the mail gets delivered to a navy mail facility before coming to ONR.

## **9.0 Evaluation Information**

**9.1 Evaluation Criteria:** A Task Order will be awarded to the responsible Offeror whose offer represents the best value to the Government. Best value is the outcome of any acquisition that ensures the Government meets the customer's needs in the most effective, economical and timely manner. In order to determine which offeror represents the best overall value, offers for individual task orders will be evaluated on the following Technical and Price/Cost Factors:

### **Technical Factors**

- (1) Past performance on earlier tasks and similar contracts. In particular on programs that invite students or researchers from academe to participate in research at a government laboratory on a temporary basis.
- (2) Proposed personnel. In particular their experience on programs that invite students or researchers from academe to participate in research at a government laboratory on a temporary basis.
- (3) Management Plan and Technical Approach
- (4) Corporate Facilities

### **Cost Factor**

- (5) Cost

The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, considering both Technical and Cost Factors.

The Offeror's technical capability (as measured by the Technical Factors) and the Cost Factor are equal in importance. In regards to the stated Technical Factors, Technical Factors 1, 2, and 3 are equally weighted. Technical Factor 4 is of less value than other Technical Factors.

In evaluating past performance on individual orders, the procedural requirements in FAR 42.15 are not mandatory. Past performance will be based on the Government's subjective evaluation of the Offeror's performance with previous orders, if any, under this contract and similar contracts.

**9.2 Award:** The Government will award a task order to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost and other factors considered. The anticipated award and start date of this order is Monday, 19 September 2005.

**10.0 Submission of Questions:** Any questions regarding this solicitation must be provided in writing to the Point of Contact listed below. Acceptable forms of written question submission include fax and e-mail. Questions submitted less than 72 hours prior to the closing date for proposals may not be answered and the due date for submission of proposals may not be extended.

**11.0 Solicitation Amendments:** Any amendments to this solicitation will be posted along with the solicitation on the ONR website. It is the Offeror's responsibility to regularly check for any postings of solicitations, amendments, and questions and answers under this or any other MATOC Solicitation.

**12.0 Point of Contact:** The Point of Contact for this solicitation is Lynn Christian. She can be reached by email at [christl@onr.navy.mil](mailto:christl@onr.navy.mil) or by telephone at (703) 696-1575. Her mailing address is listed in paragraph 8.3b above.

**13.0 Contracting Officer:** The Contracting Officer for this solicitation is Vera M. Carroll. She can be reached by e-mail at [carrolv@onr.navy.mil](mailto:carrolv@onr.navy.mil) or by telephone at (703) 696-2610.

**Non-Disclosure Agreement Regarding Contractor Support  
for the Office of Naval Research**

The undersigned individual, \_\_\_\_\_, agrees,  
both in his personal capacity and as an employee of \_\_\_\_\_  
as follows:

**BACKGROUND**

1. The mission of the Office of Naval Research is to plan, foster, and encourage scientific research and technology development in recognition of their paramount importance in the maintenance of future naval power and the preservation of national security. ONR provides for the continuing technological superiority of U.S. naval forces, by providing the Department of the Navy (DoN) with mission-relevant, affordable new capabilities that create and exploit scientific breakthroughs, respond to fleet requirements, and support strategic U.S. industries. ONR requires contractor technical services and research support in order to meet these requirements. The services/support that may be provided to ONR by contractor personnel include but are not limited to the following:
  - i. Assist ONR personnel in overall technical program management support on matters and issues consistent with ONR sponsored development projects, including assisting in the evaluation of white papers, proposals, program/project planning, investment reviews, technology assessments, data analyses, conference and seminar activities, and financial issues.
  - ii. Provide support in the financial execution of ONR programs. Monitor availability and use of funds. Review financial documents and plans for impact on program objectives and requirements. Prepare internal financial notices, instructions, guidelines and reports. Conduct analyses and provide reports that identify, quantify and evaluate financial execution of accounts and accomplishment of program goals and milestones. Coordinate preparation and review of actual and projected funding estimates, justifications and strategies. Identify deficiencies, excesses, trends and imbalances to assure funds availability. Work with program personnel to expedite financial execution and ensure programmatic benchmarks are met.
  - iii. Draft analyses, presentations, notes, assessments, testimonies, speeches, and other materials on various technical/management topics, as requested, for use by ONR personnel with other internal ONR departments and externally with the Navy staff, Department of Defense, other federal and state agencies and the U.S. Congress.
  - iv. Provide assistance in the areas of information technology to include database design and maintenance, software development, graphics and reproduction, and other allowable materials and services.
  - v. Provide administrative and management support in the execution of ONR programs to include the preparation of official documents and files for execution by Government employees.

- vi. Provide support on technical, programmatic and operational matters pertaining to the diverse array of technologies investigated and supported by ONR.
2. The undersigned individual is serving as contractor support for ONR. As such, he has and will continue to come into contact with proprietary technical and commercial information. He likewise will have access to sensitive internal information developed by or on behalf of the Government in connection with the accomplishment of ONR's mission.

#### AGREEMENT

1. The undersigned individual agrees that he will not disclose to any individual, company, or Government Representative<sup>1</sup> any information<sup>2</sup> relating to current or proposed Navy budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The undersigned individual agrees that he will promptly notify the ONR Office of Counsel of any attempt by an individual (including any contractor personnel), company or Government Representative to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative seeking access to such information.
2. The undersigned and his employer acknowledge that the owner of any proprietary information improperly disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. In the event of an unauthorized disclosure of proprietary information, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement.

FOR THESE REASONS the undersigned individual agrees on his own behalf, and his employer likewise concurs, to protect, respect and not disclose the proprietary information and Government mission- and procurement-sensitive information that may come to their attention as part of the contract assistance provided to ONR.

Employee Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Concurrence by the employer:

Supervisor/Manager Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Government Representative is defined as any Government employee, either military or civilian, not assigned to the activity or program office for which the effort is being performed.

<sup>2</sup> This information includes, but is not limited to, contractor proposals, proprietary data and commercial information, reports and other information in the Government's possession, including information contained in contracts/grants/agreements and associated records and files